

William E. Sperati

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1 Q. Some years' return on investment might be worth
2 20 percent of your overall bonus. Other years it might
3 be worth 15 percent.

4 A. Correct.

5 Q. Just as an example.

6 A. Yes.

7 Q. And the weightings might change for all of the
8 factors?

9 A. Yes.

10 Q. In fact, your personal performance component,
11 the weightings for that might also change?

12 A. Yes.

13 Q. This formula that we're describing, that could
14 be different for each employee.

15 A. I don't think so. It seems from the nature of
16 the communication that -- certainly in an organization
17 like Chemical Group, everyone there would see the same
18 formula, I believe. It's likely that at some higher
19 levels of management the formula and the weightings
20 change. And particularly the Chemical Group earnings
21 specifically would not be a component of someone who ran
22 the Chemical Group and some other group; that theirs
23 would be for the whole of what they would be responsible
24 for.



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1 Q. Are you aware of anybody that received a
2 prorated AMIP bonus?

3 A. I did the first year.

4 Q. Other than that first year, are you aware of
5 anybody that received it?

6 A. No, though prorating bonuses is clearly CSC's
7 policy.

8 Q. Why do you say that?

9 A. Well, because in the recently filed financial
10 documents for the contract for the CEO, they talked about
11 how his bonus would be prorated. They recently changed
12 his terms because of the pending buyout to make sure that
13 if we were bought out, it clearly states that he would
14 get prorated for the portion of the year that we were
15 CSC.

16 So at the highest levels they explicitly
17 state that in the wording of the CEO's contract, and they
18 prorated it when we came in, and our DuPont bonus which
19 it's similar to was prorated for the year that we had
20 left, that February. The one year following we received
21 it for the five months we worked at DuPont.

22 Again, never having seen the words, I
23 assumed that it's prorated, and when I retire, it's very
24 likely to get prorated for that component of the year



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1 that I worked.

2 Q. You're no longer a participant in AMIP.

3 A. Right. But the assumption that it would be
4 prorated I had assumed would carry over to retirement as
5 an example of -- normally prorating is not something that
6 you think about because it's only at termination of
7 employment that it becomes an issue. At inception and
8 termination.

9 Q. On this point about the CEO, do you know if
10 it's an AMIP that was prorated?

11 A. I don't believe -- my guess is he has his own
12 bonus structure.

13 Q. So he's not subject to the AMIP. That's a
14 different plan.

15 A. I suspect so.

16 Q. Let's only talk about the AMIP for a moment.
17 Are you aware of anybody that received a prorated AMIP
18 when they were removed from the plan midyear?

19 A. I'm not aware of anyone being removed from the
20 plan midyear other than through retirement.

21 Q. You certainly know of other people that were
22 removed from the plan midyear because some of them are
23 your fellow plaintiffs.

24 A. Yes. But I don't know whether they received --

1 I assume because they are plaintiffs they did not receive
2 prorated.

3 Q. Let me ask you very simply: Are you aware of
4 anybody that's ever received a prorated AMIP other than
5 when you first came into the plan?

6 A. No.

7 Q. What was the maximum percentage of your salary
8 that you could receive as far as an AMIP?

9 A. Thirty percent.

10 Q. Did you ever receive that?

11 A. I don't believe so.

12 Q. What's the maximum that you received?

13 A. I really don't remember. I think it was like
14 26 and a half or 27 and a half, some odd number like
15 that.

16 Q. When you would receive the formula for how the
17 AMIP would be calculated, and you said sometimes that
18 would come in the August-to-November time frame, that
19 wasn't a guarantee as to what you would receive at the
20 end. That was a statement as to how it would be
21 calculated. Correct?

22 A. Correct.

23 Q. In fact, they couldn't fill out that form
24 because they were waiting on the financial figures at the



1 end of the year?

2 A. Correct.

3 Q. So they couldn't calculate your bonus at any
4 one moment in time during the course of the year.

5 A. Correct.

6 Q. I'm not a mathematician. I know you are. But
7 can you just explain to me why that would be?

8 A. Well, you don't know how well you've gotten
9 your earnings or your objectives. You could get -- you
10 could make assumptions to get an estimate, but you don't
11 have the numbers. You don't know if you met operating
12 income or return on investment or whatever numbers until
13 the end of the period and you've run your numbers, you
14 have your year's worth of sales, etcetera.

15 Q. So as of the time that you were told you were
16 not going to be participating in AMIP, the company was
17 not in a position to give you a bonus for that period of
18 time of the year that had already passed. Is that
19 correct?

20 A. They would probably have -- they would have
21 chosen not to have gone through that exercise because of
22 the way they do goal-setting.

23 Q. Just answer my question, though. The company
24 could not have prorated your bonus as of September of



1 2003 because the financial objectives were not being
2 measured at that point in time. They were being measured
3 at the close of the fiscal year.

4 A. Yes.

5 Q. Correct?

6 A. That's why you prorate.

7 Q. But they couldn't have prorated as of that
8 period of time, correct?

9 A. The point is --

10 Q. Just answer my question. Is that correct?

11 A. They could have.

12 Q. They could have made up a number. I understand
13 they could have made up a number.

14 A. Right.

15 Q. But as of September of 2003, first of all,
16 there was no formula at that point in time to follow,
17 correct?

18 A. I don't know.

19 Q. As far as you know, there was no formula to
20 follow as of that point in time, correct?

21 A. Correct.

22 Q. Even apart from that, the metrics that they
23 would formally measure had not yet been completed to
24 assess whether or not any formula had been met --



1 A. Correct.

2 Q. Wait until I complete my question. It's very
3 difficult for the court reporter. I don't want to make
4 it too difficult for her.

5 Isn't it true that as of September 2003,
6 any AMIP bonus for you could not have been prorated?

7 Correct?

8 A. Prorating means that, when it would be awarded,
9 which would be at the close of the fiscal year in 2004,
10 it would be prorated for those months of participation.

11 Q. So you're saying they could have prorated at
12 the end of the fiscal year, correct?

13 A. Right.

14 Q. But they couldn't have prorated at the middle
15 of the fiscal year in September 2003, correct?

16 A. Correct.

17 Q. Sitting there in September of 2003, you had no
18 way of knowing how much your bonus would have been at
19 that point in time up until that point in time, correct?

20 A. Correct.

21 Q. That is, up until that point in time in
22 September of 2003, you hadn't earned anything.

23 MR. WILSON: Object to the form.

24 A. I had participated in the plan by being an

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1 employee, and those months of participating in the plan
2 contributed to meeting what the objectives would have
3 been.

4 Q. But you hadn't earned any bonus as of that
5 point in time?

6 MR. WILSON: Object to form.

7 A. I earned it as much as being a participant in
8 the plan and causing financials to be positive earns a
9 bonus. So I had earned it.

10 Q. How much had you earned as of that point in
11 time? The answer is you didn't know.

12 MR. WILSON: Object to the form.

13 A. I had earned half of what it would be
14 determined to be at the end of the year. That's what
15 prorating is about.

16 Q. There are lots of ways to prorate, right?

17 A. No.

18 Q. You could prorate based upon time. Is that
19 what you're assuming?

20 A. Time or dollars, yes.

21 Q. But there are other ways to prorate, right?
22 You could prorate based upon efforts? Let me give you an
23 example. Let's say most of the revenue that is generated
24 during the course of the fiscal year 2004 is generated in



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1 the fourth quarter of 2004 and the first quarter of 2005.

2 A. Okay.

3 Q. Maybe let's say instead of half of the revenue
4 being generated for the year, maybe 75 percent of the
5 revenue is generated during that portion of the year and
6 maybe only 25 percent of the revenue was generated during
7 the first six months of that fiscal year.

8 A. Correct.

9 Q. So one way to prorate would be to say we will
10 prorate based upon the amount of revenue that was
11 generated per quarter, correct?

12 A. Possibly. Given the nature of the formulas,
13 some of them don't have that component.

14 Q. Which component, revenue?

15 A. Well, don't have -- some are just ending
16 numbers.

17 Q. Like earnings per share.

18 A. Uh-huh.

19 Q. Correct?

20 A. Yes.

21 Q. So earnings per share is a final number, right?

22 A. Yes.

23 Q. It's not measured until the end of the year.

24 A. Right.



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1 Q. So how do you know to what extent, if anything,
2 you contributed to earnings per share during the first
3 six months?

4 A. You prorate it. That's the whole point.

5 Q. I didn't ask you if you prorate it. I'm
6 asking: You don't know whether or not you contributed to
7 the earnings per share or not. It could be that the
8 efforts during the first six months of the year had a
9 negative impact on earnings per share, but the efforts
10 during the latter six months of the fiscal year had a
11 positive impact and overcame the first six months.

12 MR. WILSON: Object to the form.

13 BY MR. SEEGULL:

14 Q. Is that right?

15 A. I guess.

16 Q. You could have a lousy first six months but a
17 fantastic latter six months.

18 A. Yes.

19 MR. WILSON: Object to the form.

20 Q. In some sense it would be silly to reward
21 people by prorating for the first six months, giving them
22 half of the bonus, when they contributed to the lousy six
23 months.

24 MR. WILSON: Object to the form.



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1 BY MR. SEEGULL:

2 Q. Is that right? I'm not saying that's what
3 happened. I'm just asking you.

4 A. Not really, because they're contributing.

5 Q. They contributed to the lousy six months.

6 A. If they hadn't contributed, it may have been
7 even worse.

8 Q. That's hypothetical, right?

9 A. But this is hypothetical to say how you --

10 Q. Prorate?

11 A. -- prorate the participation, that we're
12 prorating the participation, not prorating the components
13 of the calculation.

14 Q. You think it should be prorated based upon days
15 in the plan, correct?

16 A. Yes.

17 Q. There are other ways to prorate, correct?

18 A. No.

19 Q. We just discussed other ways.

20 A. I don't believe they are prorating your
21 participation.

22 Q. Of course they're prorating.

23 A. No, they're not.

24 Q. They're prorating a bonus --



1 A. They're changing the calculation of the bonus,
2 not prorating the calculated bonus.

3 Q. What's the difference?

4 A. Well, one is you've calculated -- calculate a
5 bonus based on the rules and then you decide what portion
6 of that bonus is to be given.

7 Q. You could say 25 percent of that bonus should
8 be given to the people that were here six months and
9 contributed 25 percent of the effort and 75 percent of
10 the bonus should go to the people that were here in the
11 latter six months and contributed 75 percent of the
12 efforts.

13 MR. WILSON: Object to form.

14 BY MR. SEEGULL:

15 Q. That's a form of prorating, correct?

16 A. An inequitable form. Prorating --

17 Q. I understand you don't like that way of
18 calculating the bonus. Am I correct about that?

19 A. It's not a matter of like. It's a matter of I
20 don't think that fits a definition of prorating.

21 Q. In your mind, there's only one way to prorate.
22 Is that really what you're saying? You're a
23 mathematician. Is that really what you're saying?

24 A. I'm saying it should be --



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1 Q. Prorating is a portion.

2 A. A portion.

3 Q. You're not saying that the only way to
4 apportion a bonus is based on days or time. There are
5 other ways to apportion a bonus, correct?

6 MR. WILSON: Object to the form. Larry,
7 could you let him answer the question before you
8 interrupt him?

9 MR. SEEGULL: I'm trying to get him to
10 answer my question, not answer what he wants to answer.

11 MR. WILSON: You're not giving him an
12 opportunity to.

13 MR. SEEGULL: If you answer my question,
14 that's fine. If you're going to answer something else I
15 haven't asked you, it's not going to be productive.

16 BY MR. SEEGULL:

17 Q. We will get to why you think it's unfair, and I
18 understand you think it's unfair.

19 A. I think prorating is apportioning a calculated
20 bonus based on the key factor that is determining
21 eligibility. So those factors either would be the
22 salary, so that if there was an increase, you might take
23 the salary for the portion he was in because these are
24 salary-based, or you could apportion it based on the

1 amount of time participating. The relative contribution
2 goes into the determination of the formula for what the
3 unprorated bonus would be.

4 Q. There are different ways to apportion a bonus,
5 correct? This is not a trick question. I don't know why
6 you're having difficulty with this. Maybe you just don't
7 want to answer it. I'm just trying --

8 A. Apportioning based on participation is the only
9 way that makes sense to me, okay, for apportioning a
10 bonus where there's partial participation.

11 Q. In your mind, the only fair way to do this will
12 be based upon time in the plan.

13 A. Yes.

14 Q. But that doesn't mean it's the only way to do
15 it. In your mind, that's the only fair way to do it,
16 correct?

17 A. I cannot see how there are other calculations
18 that are really possible, given the components that go
19 into determining the bonus.

20 Q. I just gave you a calculation that's possible.

21 A. You didn't, because you were making --

22 Q. Let me finish. I gave you a calculation as to
23 how it's possible.

24 A. No.

1 Q. You think it's not a fair way. You think it's
2 not maybe mathematically a smart thing to do, but it is a
3 way to do it.

4 A. I don't think --

5 Q. If that's your testimony, that's fine.

6 A. I don't think it is possible, given the
7 components of the bonus, to prorate them with some other
8 algorithm. I really don't.

9 Q. Well, it's possible. Of course it's possible.
10 You could say --

11 MR. WILSON: Object on the form. He just
12 said it wasn't possible.

13 BY MR. SEEGULL:

14 Q. Of course it's possible, Mr. Sperati. You're
15 not claiming that somebody at the end of the year
16 couldn't say Mr. Sperati was here the first six months of
17 the year, but I think his contributions really were only
18 worth 35 percent towards our goals and I'm going to give
19 him 35 percent of what he otherwise would have earned in
20 the bonus. That's a possible way of doing it.

21 MR. WILSON: Object to the form.

22 BY MR. SEEGULL:

23 Q. Correct? Or are you even denying that? Look,
24 if that's your testimony, if you want to stick to that --



1 let me finish. I don't want to change your testimony.
2 If that's your testimony that that is impossible, then we
3 will live with that and that will be your testimony. I
4 want to understand what you're saying under oath is
5 possible.

6 So you just tell me, Mr. Sperati, is that
7 possible or not? Just yes or no.

8 A. An arbitrary determination of percentage to
9 prorate is something that is possible, but my testimony
10 is that arbitrary determinations of percentages does not
11 meet what I believe the definition of the word "prorate"
12 is because prorate means from the ratio. It's calculated
13 from a ratio of something.

14 Q. Right --

15 A. It's calculated, not arbitrarily determined.

16 Q. It can be calculated based upon efforts or
17 revenue or sales. It can be calculated based upon
18 billings. It can be calculated upon a lot of different
19 things, correct?

20 A. But as an individual, I don't have those lots
21 of things.

22 Q. Well, maybe you do, maybe you don't. We could
23 come up with a lot of different things that you do have.
24 But I'm just asking you if it's possible. If you want to



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1 tell me it's not possible, that's fine. If you want to
2 say it's mathematically impossible, that's fine. I
3 understand you don't think it's a fair way of doing it,
4 but I'm surprised to hear you say it's not possible. If
5 that's your testimony, that's what we will present as
6 your testimony. Your testimony being it's impossible.

7 A. Given my understanding of the CSC accounting
8 systems, I do not believe it's possible.

9 Q. Okay. I don't know what you mean by "CSC
10 accounting systems." Do you work with the accounting
11 systems?

12 A. Only peripherally.

13 Q. Have you ever touched an accounting system,
14 Mr. Sperati?

15 A. Time reporting, yes.

16 Q. You enter your time?

17 A. Yes.

18 Q. That's what you mean by the accounting system?

19 A. No.

20 Q. Have you ever touched an accounting system?

21 A. An accounting system?

22 Q. CSC accounting system.

23 A. I have touched the system that CSC uses for
24 accounting, yes.

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1 Q. Have you ever entered data into the accounting
2 system?

3 A. No.

4 Q. So you don't know what the accounting system
5 allows and doesn't allow, do you?

6 A. At fundamental levels, yes, I do.

7 Q. What does it allow?

8 A. They use SAP. I know how SAP does accruals and
9 calculates financials and how U.S. corporations do their
10 books.

11 Q. How do they do the books with respect to the
12 AMIP?

13 A. How do they do their books with respect to the
14 AMIPs? They look at the objective numbers that they have
15 defined and they do the calculations based on what they
16 have in their financial entries to see how they come up
17 with the numbers that they have defined.

18 Q. But the accounting system doesn't do prorata,
19 right, calculations?

20 A. No. That's the point.

21 Q. So you understand that the accounting system
22 doesn't permit prorata calculations.

23 A. I'll say yes.

24 Q. I understand you think it should have been done



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1 prorata and you think prorata means by time spent in the
2 plan. It was not done prorata, correct?

3 A. Correct.

4 Q. Now, do you know in the fiscal year 2004
5 whether or not an individual performance objective was a
6 component of the plan?

7 A. I have no idea what the 2004 components were.

8 Q. You haven't spoken to anybody who was subject
9 to the 2004 AMIP plan?

10 A. No.

11 Q. You have never seen a completed worksheet?

12 A. No.

13 Q. How did it work at the end of every fiscal year
14 when you would get your bonus? Did you get a completed
15 worksheet back from the company?

16 A. I think they would show us a copy of it.

17 Sometimes we would get a hard copy. I do not recall it
18 coming via e-mail.

19 Q. Who was it that would show it to you?

20 A. That would be my supervisor.

21 Q. Who is that?

22 A. Debbie Cebula.

23 Q. How long has Mrs. Cebula been your supervisor?

24 A. Five or six years.



1 Q. She would show it to you every year just in
2 hard-copy form?

3 A. Uh-huh. Yes.

4 Q. You would generally receive that in the May
5 following the fiscal year-end?

6 A. Yes.

7 Q. Did you meet with Ms. Cebula to discuss the
8 completed worksheet?

9 MR. WILSON: What time are you talking
10 about here?

11 MR. SEEGULL: At any point in time.

12 A. She would have it there and say this is the
13 worksheet, this is how we did the calculation. A brief
14 discussion.

15 Q. Did you ever have any input as to what factors
16 should be included in the calculation of the AMIP?

17 A. No.

18 Q. Or what weightings to be given to each of the
19 factors?

20 A. No.

21 Q. Or what the maximum AMIP payout should be?

22 A. No.

23 Q. Until you received the factors and their
24 weightings, you wouldn't know whether or not you would be



1 participating in AMIP or not, correct?

2 A. I was participating, okay, because I had a
3 letter that said you will be included.

4 Q. How long after you received the completed
5 worksheet and met with Ms. Cebula did you receive the
6 bonus payment?

7 A. Hours or days.

8 Q. Or maybe right at the same time?

9 A. I mean, I'm trying to think. It may be a
10 scenario of the payday would be Friday, we would have
11 visibility to our pay stubs on Tuesday, so we would
12 actually know the amount, and on Wednesday or Thursday
13 she would actually talk to us as to how it was
14 calculated.

15 Q. What were you told in September of 2003 about
16 no longer being a participant in AMIP?

17 A. The entire communication was in the letter and
18 a statement that something to the effect of it's because
19 now it's only going to managers; they're enforcing that
20 old rule that we had been excepted from in the past.

21 Q. So am I correct that you had no communications
22 with anybody else about your no longer being a
23 participant in AMIP other than that letter?

24 A. That was the first time I heard anything about



1 it.

2 Q. Was that the only time you spoke to anybody in
3 the company about it? I say "spoke." You didn't speak
4 to anybody. Was that the only communication you had with
5 anybody about no longer being a participant in AMIP?

6 A. Basically, yes. I mean, some of the other
7 people who I believed lost it, we started talking about,
8 boy, this seems pretty unbelievable.

9 Q. Other than that?

10 A. No.

11 Q. No other communications?

12 A. No. And then the letter from Bill saying
13 please respond to the letter that you received.

14 Q. What was your understanding of what it meant
15 when you received the letter?

16 A. It meant that CSC had on September 11th
17 declared that effective April 1st I was no longer to be
18 participating.

19 Q. Did you understand that meant that you would no
20 longer receive any AMIP?

21 A. I suspect that to be the case.

22 Q. That's what you understood it to mean.

23 A. Yes.

24 Q. Did you understand that you were not going to



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1 get prorated?

2 A. I was pretty sure because of that use of the
3 April 1st language that they would not recognize the fact
4 that I had participated for those six months.

5 Q. Did you ever ask anybody about proration?

6 A. I might have said are we going to at least get
7 money for this -- I suspect that I asked, but I don't
8 remember specifically.

9 Q. You think you were told no, you're not going to
10 get prorated?

11 A. Right.

12 Q. That would have been Debbie Cebula?

13 A. Yes.

14 Q. And that would have been in September 2003, as
15 well, that you spoke to her about this?

16 A. Yes.

17 Q. So you knew once you spoke to Debbie Cebula
18 that you would not get any AMIP?

19 A. I expected that, when the AMIP was distributed,
20 I would not -- my participation would not be recognized
21 and, therefore, I would get nothing for that fiscal year.

22 Q. That's what you understood.

23 A. Yes.

24 (Deposition Exhibit No. 2 was marked for

1 identification.)

2 BY MR. SEEGULL:

3 Q. I'm now showing you what's been marked as
4 Exhibit 2. Do you recognize this?

5 A. Yes.

6 Q. This is the letter you received?

7 A. Yes.

8 Q. That told you you were no longer a participant
9 in AMIP.

10 A. Yes.

11 Q. So you were told as of September 11th, 2003,
12 that you would not get any AMIP.

13 A. Correct.

14 Q. You said you were given some explanation, but
15 it's not from this letter?

16 A. Well, this letter says it has reviewed your
17 eligibility in line with criteria set and you will no
18 longer be eligible. That's what it says.

19 Q. So you understood that to be an explanation
20 about we're returning to what we always understood the
21 AMIP to be.

22 A. That's what I assumed happened, because at any
23 time they could have reviewed and under the rules I
24 would, quote, not have been eligible.



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1 Q. Were you handed this letter?

2 A. Yes.

3 Q. By Debbie Cebula?

4 A. Yes.

5 Q. You were told you were eligible for a
6 discretionary bonus.

7 A. That's what it said.

8 Q. You were eligible for up to \$10,000 in
9 discretionary bonus, correct?

10 A. That's what it said.

11 Q. And you would not have been eligible for a
12 discretionary bonus if you had remained in the AMIP.

13 A. I assume that to be so.

14 Q. That's what you understood.

15 A. I don't know that they implemented a
16 discretionary bonus program. CSC has changed over the
17 years as to whether a person can participate in multiple
18 bonus programs or not. So I don't know what the current
19 rules as to whether you would be eligible for two
20 bonuses, performance bonuses, or not. It's likely that
21 with AMIPs I would not have gotten -- have been eligible
22 for any other bonus.

23 Q. That was your understanding.

24 A. That is the way it had worked the last couple

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1 of years.

2 Q. So they were making you eligible for the
3 discretionary bonus because you were no longer eligible
4 for participating in the AMIP.

5 A. Yes.

6 (Deposition Exhibit No. 3 was marked for
7 identification.)

8 BY MR. SEEGULL:

9 Q. I'm now showing you what's been marked as
10 Exhibit 3. Do you recognize this?

11 A. Yes, I do.

12 Q. What is it?

13 A. This is my response and Bill Cummings's request
14 for me to return the signed letter or why I did not plan
15 to return the signed letter.

16 Q. Turning to Exhibit 2 for a moment. The letter
17 that you refused to sign is Exhibit 2, correct?

18 A. Well, you know, my only thing is I thought that
19 it said to return it. I thought it had somewhere return
20 it.

21 Q. On the bottom it says "Employee
22 Acknowledgment"?

23 A. Yes. Anyhow, this is the letter I did not
24 sign, yes.



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1 Q. That's the one you were refusing to sign.

2 A. Yes.

3 Q. Exhibit 2.

4 A. Yes, Exhibit 2.

5 Q. What was the reason that you refused to sign
6 it?

7 A. Well, CSC has a very strong business ethics
8 program and policy, and one of those is employee conduct
9 basically must reflect the highest standards of honesty,
10 integrity, and fairness. And this clearly does not meet
11 the highest standards of fairness, and I was afraid that,
12 conceivably, if I signed this grossly unfair document,
13 that I might be terminated for violating the business
14 ethics policy.

15 Q. That's what you told Mr. Cummings?

16 A. Yes.

17 (Deposition Exhibit No. 4 was marked for
18 identification.)

19 BY MR. SEEGULL:

20 Q. I'm now showing you what's been marked
21 Exhibit 4. Do you recognize this document?

22 A. Yes.

23 Q. Did you write it?

24 A. No.



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1 Q. Who wrote it?

2 A. I assume the attorneys or somebody like that.

3 I don't know. Some fellow CSC employee. I do not know
4 who -- I do not know who "we" was in this. "We have
5 sent." "We, a small group." I don't know who those
6 individuals were that got this moving.

7 Q. When did you see this?

8 A. Probably December 5th or 6th. I got it in the
9 mail.

10 Q. You got it in your CSC mail?

11 A. No. Home mail, I believe.

12 Q. Had anybody talked to you about this letter
13 before you received it?

14 A. I don't think so.

15 Q. Or had anybody talked to you about the bonus
16 issue before you received this letter?

17 A. Other than just grumbling, no.

18 Q. Had anybody talked to you about joining a
19 lawsuit?

20 A. As I recall, this was the first I knew there
21 was a lawsuit. Trying to think if anybody talked about
22 it. I don't remember any discussions about a lawsuit.

23 Q. Am I correct that your annual performance
24 reviews don't have anything to do with this case?



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1 A. I would say that's true.

2 MR. WILSON: Do you mind if we took a
3 quick break?

4 MR. SEEGULL: Not at all.

5 (A recess was taken.)

6 (Deposition Exhibit No. 5 was marked for
7 identification.)

8 BY MR. SEEGULL:

9 Q. Mr. Sperati, I'm now showing you what's been
10 marked as Exhibit 5. Do you recognize this?

11 A. It is an e-mail to me from Charlie. Doesn't
12 say anything more.

13 Q. The subject line says, "AMIP Changes Potential
14 Lawsuit."

15 A. Yes.

16 Q. What was the substance of the e-mail?

17 A. I really don't remember.

18 Q. You don't remember at all?

19 A. I really don't remember. It had something to
20 do with the lawsuit. What it was, I'd have to look at
21 it. I don't remember. It might have been asking if we
22 were participating. I really don't remember.

23 Again, as you can see from the date, it
24 came out just a couple days after the mail was sent,



1 Exhibit 4 was sent.

2 Q. You provided answers to interrogatories in this
3 case.

4 A. Yes.

5 Q. One of the questions we asked you in the
6 interrogatories was to provide a statement as to your
7 damages, correct?

8 A. I believe so.

9 Q. You identified your damages as being
10 \$15,667.86. Does that number sound familiar?

11 A. Probably.

12 Q. Is that yes?

13 A. Yes.

14 Q. And that was what, your estimate of what or
15 your statement of what?

16 A. That's my statement of not knowing the formula
17 for the 2004 AMIP, I used the average that I had gotten
18 over the last couple years, assuming that CSC financials
19 were as good, if not better, than the prior years so that
20 the base for the calculation would be the same, and then
21 applied that percentage to my salary for the time period
22 up through the notification.

23 Q. So this was an estimate of what you felt was
24 the amount of AMIP bonus that should have been prorated



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1 for the period of time up until the point that you were
2 notified you were no longer participating.

3 A. Yes.

4 Q. And just tell me how you went about coming up
5 with this estimate.

6 A. As I recall, I took the average percentage for
7 the prior three years --

8 Q. What do you mean "percentage"? Percentage of
9 what?

10 A. Percentage of my salary that my AMIP had
11 represented.

12 Q. So maybe you took the AMIP that you had
13 received in 2002?

14 A. Right.

15 Q. 2001?

16 A. '2 and '3.

17 Q. The AMIP dollars that you had received in 2002,
18 the AMIP dollars you had received in 2003, and figured
19 out what percentages they were for each year?

20 A. Yes.

21 Q. And then what did you do, you averaged those
22 percentages?

23 A. Then I believe I averaged those percentages and
24 then took that percentage over the salary.

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1 Q. For fiscal year 2004?

2 A. For six months of 2004. Fiscal 2004.

3 Q. So six months. Why do you say six months if
4 you were notified in early September?

5 A. Well, because of the pay-period cycle.

6 Q. What do you mean?

7 A. Well, CSC pays on a two-week pay-period cycle.
8 So I used through the end of September as that would be
9 the pay stub that corresponds to the period that this --
10 from when I received the notice. It could be one pay
11 period less if you want to say that pay was for --

12 Q. The period after you were notified.

13 A. That was the pay for the work in the period I
14 was notified. So I didn't quibble over the three days of
15 pay inside that pay period.

16 Q. Why did you choose that method of coming up
17 with an estimate?

18 A. Because it was easy.

19 Q. There are other methods to estimate, right?

20 A. Yes.

21 Q. What are some other ways that you could have
22 estimated how much AMIP --

23 A. I could have taken the highest amount rather
24 than the average. I could have looked at some of the

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1 classic CSC performance metrics to see if they were -- I
2 could have pretended to do my own AMIP calculation to see
3 if the formula would have been better this year than
4 other years.

5 Q. Or worse?

6 A. Or worse. But not knowing what the formula
7 was, speculating and doing the arithmetic of finding out
8 earnings per share and some of those calculations, this
9 seemed like a simple and fair way to get there. Knowing
10 the formula would be better, but I didn't have access to
11 that information.

12 Q. You have no choice but to estimate.

13 A. Right.

14 Q. You also could have averaged your AMIPs over
15 the past three or four years.

16 A. Yes.

17 Q. And then prorated it for a period of time.

18 A. But then you have to adjust it for the
19 increased salary.

20 Q. There are just different arbitrary ways of
21 calculating a bonus.

22 A. Well, the AMIP's bonus is a percent of salary.

23 Q. But these are all arbitrary ways of estimating.
24 One is no better than another. There are just different



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1 ways.

2 A. Fine. There are different ways. I think some
3 are better than others.

4 Q. The decision to remove you from the AMIP plan,
5 that wasn't a personal decision, correct?

6 A. I do not believe so.

7 Q. That wasn't about you. That was a class of
8 people that were eliminated.

9 A. I believe it was a class of people. I believe
10 that at some point there was a recognition that people
11 were in AMIPs that had come from DuPont that did not meet
12 their classic definition. I do not know whether they
13 redefined eligibility or whether they just reviewed and
14 did not consider the fact that we had been granted an
15 exception to the rules.

16 Q. Is it your understanding that CSC removed all
17 people at a certain level, salary level, from the AMIP?

18 A. My understanding is that they removed all
19 people who were not managers. I do not know whether
20 there are any people at a manager's salary level who are
21 not managers who continue to retain the bonus.

22 Q. You would agree that fiscal year 2003 was a
23 difficult financial year for the company.

24 A. Yes.



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1 Q. Sometimes a company has to make decisions about
2 how to save money?

3 A. Are you talking about fiscal 2003 or fiscal
4 2004?

5 Q. I'm talking about fiscal 2003.

6 A. Okay.

7 MR. WILSON: Let him finish.

8 Q. You would agree that sometimes companies have
9 to make tough decisions about how to save money, retain
10 employees, improve the financial performance of the
11 company?

12 A. Yes.

13 Q. And that a company has to use its best business
14 judgment to do that.

15 A. Yes.

16 Q. And you understand that realigning AMIP with
17 its original intent allowed the company to save a lot of
18 money, correct?

19 MR. WILSON: Object to the form.

20 A. Yes, it would allow them to save money.

21 Q. That's a legitimate objective of the company.

22 A. Yes.

23 Q. So you don't have a problem with the idea that
24 people will no longer be subject to the AMIP. You just



1 think that you should have been continuing to
2 participate.

3 MR. WILSON: Object to the form. You can
4 answer.

5 A. I have no problem at all with CSC saying we
6 want to keep AMIP purely for management. However,
7 because of their business policy of fairness, that they
8 should have, therefore, translated that component on some
9 algorithm into my base salary.

10 So I know, for example, there are
11 individuals who were receiving the AMIP bonus who
12 transferred into a different organization within CSC that
13 did not grant the exception. When they moved internally
14 within CSC to an organization that strictly enforced the
15 AMIP rules, they received an uplift so that their
16 compensation would be fair.

17 So terminating the AMIP bonus to enforce a
18 policy does not mean that the compensation shouldn't go
19 up to retain fairness to the employee.

20 Q. You think your salary should have been
21 increased?

22 A. I think if they don't want a portion of my
23 compensation to be variable, that they should have given
24 some kind of salary increase to make up for it to be



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1 fair.

2 Q. But if the goal is to save money, how does
3 increasing your salary achieve that goal?

4 A. The goal wasn't -- the stated goal was to
5 review AMIP eligibility. All I know is they were
6 reviewing AMIP eligibility. They were not trying to save
7 money or decrease people's salaries. I don't know what
8 the true intent was, but the goal -- I was informed that
9 I was losing it because I was not eligible, not because
10 they want to save money by cutting salaries by
11 20 some percent.

12 Q. If the goal had been in part to save money, you
13 wouldn't have a problem if they eliminated you from AMIP
14 and didn't increase your salary. If that's the goal.

15 A. Basically, yes. I agree with that.

16 Q. Because the company has to eliminate people
17 from AMIP and can't increase their salary if the goal is
18 to save money.

19 A. Right.

20 Q. Isn't it true that the reason they reevaluated
21 eligibility was to make sure that they weren't
22 overpaying?

23 A. I have no idea why they reviewed eligibility.

24 Q. Do you know when the company started planning

1 the fiscal year 2004 AMIP review?

2 A. No.

3 Q. Or how long it took them to effectuate the
4 decisions?

5 A. No.

6 Q. Do you think it was a hasty decision?

7 A. No.

8 Q. Isn't it true that fiscal year 2004 was not the
9 first time that CSC had decided to review eligibility and
10 remove people from eligibility from AMIP?

11 A. I'm not aware of them removing people in the
12 past.

13 Q. Did you ever receive a discretionary bonus?

14 A. You mean the 10,000 thing?

15 Q. It doesn't have to be 10,000. That's up to
16 10,000.

17 A. I have not received any bonuses since I
18 received the letter.

19 Q. Who do you contend has personal knowledge about
20 this case or the facts giving rise to your claims?

21 A. I'd have to look at the organization chart. I
22 believe there are managers in the CSC organization who
23 know how this process went about, what the decisions
24 were.



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1 Q. Just tell me who you know has knowledge of this
2 case or the facts giving rise to this case.

3 A. I don't know anybody. I just know --

4 Q. You know yourself.

5 A. I know myself.

6 Q. Anybody else that has knowledge of the facts in
7 this case?

8 A. I believe Bill Cummings does as the one who
9 sent the letter and he was a manager and I understand he
10 was involved in some of the discussions around it.

11 Q. Anybody else?

12 A. His boss.

13 Q. Who's that?

14 A. I don't know. I don't remember.

15 Q. Anybody else?

16 A. Not that I know.

17 Q. Do you have any debts at the present time?

18 A. Credit card.

19 Q. How much do you have in credit card debt?

20 MR. WILSON: Object to the form.

21 A. Ask my wife.

22 Q. Approximately.

23 A. I would guess 4,000.

24 Q. Have you now told me everything that you know



1 or remember that forms the basis for your case?

2 MR. WILSON: Object to the form.

3 A. I think so, yes.

4 Q. Is there any information that you have not
5 mentioned which you think is relevant to this case?

6 MR. WILSON: Object to the form.

7 A. No.

8 MR. SEEGULL: Why don't you give me a
9 couple of minutes to make sure I have gotten everything
10 and then we will be done.

11 (A recess was taken.)

12 MR. SEEGULL: Mr. Sperati, I don't have
13 any further questions for you at this time. Your counsel
14 may have questions, so I will let him ask any if he does.

15 BY MR. WILSON:

16 Q. Mr. Sperati, just a reminder the same rules
17 apply as Mr. Seegull outlined. Wait for me to finish and
18 I will try to do the same. You have to give audible
19 responses. I don't think I'll be too long here.

20 You stated that when you worked at DuPont
21 there was a bonus structure built into your compensation;
22 is that correct?

23 A. Yes.

24 Q. When you transferred to CSC, you were also



1 given the AMIP bonus as a part of your compensation,
2 correct?

3 MR. SEEGULL: Objection. Leading.

4 MR. WILSON: You can answer.

5 A. Yes. The letter said I will be a participant
6 in that program.

7 Q. Can you tell us your understanding as to why
8 you were given the AMIP bonus?

9 MR. SEEGULL: Objection. Go ahead, you
10 can answer.

11 A. My understanding is that in the negotiations to
12 transfer the service to CSC and to the other outsourcing
13 partners, DuPont wanted to ensure that their former
14 employees were treated fairly and that we had comparable
15 compensation in the new company.

16 CSC chose to retain my compensation as the
17 salary-plus-a-bonus compensation rather than taking some
18 component of the bonus and rolling it into the base
19 salary which other people, other companies that were
20 outsourced at the same time did.

21 So this was CSC's response to what my
22 total compensation was, is to retain the two components.

23 Q. Was your compensation at CSC essentially the
24 same as it was at DuPont?

1 A. Essentially the same as it stated in that there
2 was some uplifts to make up for pieces for benefits that
3 DuPont had that CSC did not cover.

4 Q. When you were in the process of switching over
5 to CSC, did you talk to anybody about the bonus
6 structure?

7 A. Only in the briefest of terms, that it was a
8 management bonus and it didn't work the way DuPont's did.
9 How it worked really wasn't discussed.

10 Q. Who was this person?

11 A. I'm thinking it was Joe MacElrone. Again, the
12 manager. Whoever the manager at the time was. Again,
13 very brief. The compensation has the bonus, but it's
14 managed differently.

15 Q. Did he make any sort of statement to the effect
16 that under normal circumstances at CSC bonuses were
17 strictly for management?

18 A. He mentioned that something to the effect of he
19 was actually a little surprised they were giving us it as
20 bonus because CSC's management bonus plan had been just
21 for managers and we were the first nonmanagers to be
22 participating, as he understood it.

23 Again, he was a DuPont employee. He was
24 also transitioning. So I don't know if he had a lot of



1 details about how it worked in detail.

2 Q. Was it your understanding that CSC understood
3 that this was an exception?

4 A. Absolutely.

5 MR. SEEGULL: Objection. Form.

6 Q. Was the AMIP bonus intended to be part of your
7 compensation?

8 A. Yes.

9 Q. Was the AMIP bonus an earned bonus?

10 MR. SEEGULL: Objection.

11 A. Yes.

12 Q. I'd like to refer you to Exhibit 2, the
13 September 11th letter.

14 A. Yes.

15 Q. Prior to receiving this letter, had you heard
16 any rumors or anything that would lead you to believe
17 that the AMIP bonus was going to be taken away?

18 A. No.

19 Q. Were any meetings held to explain why this was
20 being done, either prior to the letter or after the
21 letter?

22 A. No.

23 Q. Up until this date did you believe that you
24 were working to earn your bonus?



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1 A. Yes.

2 MR. SEEGULL: Objection.

3 Q. You believe CSC owes you this money?

4 MR. SEEGULL: Objection.

5 A. Yes.

6 Q. A little earlier Mr. Seegull was talking to you
7 about the amount of bonus that you calculated that you
8 earned. Do you believe this is a fair estimation?

9 A. Yes.

10 MR. SEEGULL: Objection.

11 Q. Is it on the high side?

12 MR. SEEGULL: Objection.

13 A. I doubt it.

14 Q. Is it on the low side?

15 A. I think it's fair. With what I had, I tried to
16 be fair -- fair and honest in the calculation.

17 Q. Since you calculated that, roughly, \$15,000
18 bonus, have you calculated the bonus again?

19 A. No.

20 Q. Did you do it this morning?

21 MR. SEEGULL: Objection.

22 A. Yes.

23 Q. Did you come up with 15,000?

24 A. No.



1 MR. SEEGULL: Objection.

2 Q. What was that calculation?

3 A. Eighteen thousand.

4 MR. SEEGULL: Better leave that out.

5 Q. But even though your calculation this morning
6 was 18,000, you're still willing to accept that roughly
7 15,000 is fair?

8 A. Yes. Because one of the assumptions I made
9 this morning was inaccurate.

10 Q. I'd like to refer you to the November 25th
11 e-mail. It's Exhibit 3. I'm sorry.

12 Why did you put four possible responses at
13 the bottom?

14 A. Well, in September or early October we had gone
15 through business ethics training at CSC. It's an annual
16 review process. And the business ethics training is
17 always expressed in terms of here's a situation, here's
18 possible actions that can be taken, which of these is
19 ethical according to the policy. And I thought that that
20 would be an appropriate way to enforce that what CSC had
21 done did not meet their ethical standards.

22 Q. As part of your testimony when Mr. Seegull was
23 asking you questions, you stated my understanding that
24 they can change anything they want. Does this statement



1 include retroactive actions?

2 MR. SEEGULL: Objection.

3 A. I don't think so. I mean, I kind of looked --
4 you can't change the rules after the play is over.

5 Q. Did you rely on the statement in Exhibit 1 that
6 you would receive the AMIP bonus?

7 MR. SEEGULL: Objection.

8 A. I don't understand the question.

9 Q. In other words, when you were working for CSC
10 in the years that followed your first year, did you rely
11 on that statement in there that you would continue to
12 receive the AMIP bonus?

13 MR. SEEGULL: Objection.

14 A. I knew that I was a participant and my actions
15 and behavior caused me to work in such a way that I would
16 continue to achieve it and that the goals associated with
17 that would be met.

18 Q. Did you view this clause and this offer of
19 employment as a promise to pay you the AMIP bonus?

20 A. It's a promise that I was a participant in
21 it --

22 MR. SEEGULL: Objection.

23 THE WITNESS: -- and would be compensated
24 based on its formula.



1 Q. Mr. Seegull also asked you a lot of questions
2 about the different criteria that the AMIP bonus would be
3 based on. Specifically in 2004 you stated that you
4 didn't know what the criteria would be.

5 Did you have a pretty good idea of what
6 the criteria would be?

7 MR. SEEGULL: Objection.

8 MR. WILSON: Strike that.

9 BY MR. WILSON:

10 Q. Were the criteria similar from year to year?

11 A. Yes. There were a number of pieces in the
12 calculation that were essentially the same. The specific
13 target number for the objective changed, but that there
14 would be an objective around operating income, for
15 example, was one of the things that you would expect to
16 see.

17 Q. So even though you didn't know the specific
18 objectives from April 1st, 2003, until September of 2004,
19 were you performing your job in a manner that would lead
20 itself to earning the AMIP bonus?

21 MR. SEEGULL: Objection.

22 A. As much as my actions influence those
23 financials, absolutely.

24 Q. Mr. Seegull also asked you if you could point



1 out a document that spells out the terms of the AMIP, and
2 you said that you couldn't. What about this Exhibit 1,
3 the offer of employment, would that roughly spell out the
4 terms of the AMIP bonus?

5 A. In the broadest of descriptions, it's an
6 incentive program for which you have objectives and when
7 it will be awarded and that it's performance-based. The
8 detail of who is eligible, etcetera, and who reviews, you
9 know, the data and the calculations, etcetera, is not
10 here, and I don't know any of those specifics.

11 Q. You also testified that when a CSC employee
12 left in the middle of the year, that you never heard of
13 them getting a prorated bonus. Did you ever hear of
14 somebody not getting a prorated bonus?

15 A. No. I had no discussions with anybody who's
16 left CSC for retirement or other reasons around their
17 AMIP compensation.

18 Q. There was also some discussion about figuring
19 out your bonus as of September 2003. Could that bonus
20 for that fiscal year 2003 have been figured out at the
21 end of the fiscal year?

22 A. For fiscal 2004 you mean?

23 Q. Yes. I'm sorry.

24 A. Yes.



1 Q. He also asked you some hypothetical questions
2 about revenue being generated in the fourth quarter and
3 prorating on that basis.

4 If the bonuses were figured on a quarterly
5 basis, could you prorate your bonuses then effectively
6 based on quarters?

7 A. I believe you could have if that was the nature
8 of the formulas in the program that it was not.

9 Q. But CSC's was done --

10 A. CSC's, it was on a fiscal-year basis.

11 Q. So would any work that was done during that
12 fiscal year contribute to the total earnings for the
13 fiscal year?

14 MR. SEEGULL: Objection.

15 A. All work done influences those year-end
16 metrics.

17 Q. The September 11th letter, Exhibit 2, mentions
18 a discretionary bonus. You may have already testified to
19 this, but did you ever get any part of that discretionary
20 bonus?

21 A. No.

22 Q. Do you know of anybody that ever did?

23 A. No.

24 MR. WILSON: That's all I have.



1 BY MR. SEEGULL:

2 Q. You would agree that sometimes ethics is a
3 matter of opinion, correct?

4 A. Yes.

5 Q. It's not always clear what's ethical, and
6 people can have different views on that, correct?

7 A. Yes.

8 Q. Some might say that your filing this lawsuit is
9 unethical, that you're trying to claim something you're
10 not entitled to and that's unethical?

11 A. Perhaps.

12 MR. WILSON: Object to form.

13 Q. You said you did an estimate this morning of
14 your damages?

15 A. Yes.

16 Q. Can I see that estimate?

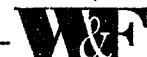
17 A. Yes.

18 Q. You're going to have to help me. We have got a
19 single sheet of paper here and there are some numbers
20 scrawled on it. We will make this an exhibit.

21 (Deposition Exhibit No. 6 was marked for
22 identification.)

23 BY MR. SEEGULL:

24 Q. Why don't you tell me what the numbers are on



1 Exhibit 6 and what they mean.

2 A. Basically I pulled off of one of the statements
3 my annual salary.

4 Q. Which is what?

5 A. Which was that one.

6 Q. 121,795.

7 A. I divide it by two because I quickly said
8 April, May, June, July, August, September, that's six
9 months. That's half a year. So I divided by two. I
10 took that number --

11 Q. Hold on. After you divided by 2, you got
12 60,899.

13 A. 97.

14 Q. 60,897.

15 A. Right.

16 Q. And you did what with that?

17 A. I multiplied times 30 percent because that was
18 the number from one of the other worksheets that had been
19 the bonus percentage. And I just used it as a quick
20 number for ballpark.

21 Q. And the number you came up with was 18,000?

22 A. Yeah. Because I only multiplied the first
23 digit. Close enough for quick -- the reason it's high is
24 because the actual percentage that I had earned and they



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1 used in the filing was more in the neighborhood of 23,

2 24. That would bring that number down.

3 Q. You're not claiming that you're entitled to
4 \$18,000 in damages?

5 A. No. The claim was in the statement where I --

6 Q. In the interrogatory answers?

7 A. In the interrogatory answer where I had taken
8 time to do the arithmetic and the salary calculation,
9 etcetera.

10 Q. That was the \$15,000 number that we talked
11 about before?

12 A. Yes.

13 Q. When you calculated 121,795 for your salary,
14 what year was that?

15 A. That was salary that I saw on one of the CSC
16 salary summary sheets, and that was my annual salary
17 starting -- I believe I picked the one starting June 1,
18 2003. Or July 1. Whatever it was.

19 MR. SEEGULL: I have no further questions.

20 Any further questions?

21 MR. WILSON: No.

22 MR. SEEGULL: You want to advise your
23 client about reading and signing?

24 MR. WILSON: You can read and sign. You

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1 can read for errors or you can waive the reading and
2 signing. It's up to you.

3 THE WITNESS: It was effective 3 July,
4 '04.

5 MR. WILSON: Would you like to read and
6 sign the transcript before it goes into final for any
7 possible errors, or do you want to waive that?

8 MR. SEEGULL: What he means by errors is
9 that she didn't transcribe it correctly.

10 THE WITNESS: I understand. I think I
11 want to read and sign.

12 (Deposition concluded at 12:05 p.m.)
13 - - - - -
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1 TESTIMONY

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5 BY MR. WILSON..... 88

6 BY MR. SEEGULL..... 98

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8 EXHIBITS9
10 DEPOSITION EXHIBIT NO. MARKED11
12 1 - A copy of a letter dated March 7,
1997, to William E. Sperati from Dorothy
Eltzroth..... 3813
14 2 - A copy of a letter dated September 11,
2003, to William Sperati from Jay Smith..... 7115
16 3 - A copy of two pages of e-mail
printouts..... 7417
18 4 - A copy of a two-page letter dated
December 5, 2003..... 7519
20 5 - A copy of an e-mail printout dated
12/9/2003..... 7721
22 6 - A document with handwritten numbers..... 9823
24 ERRATA SHEET/DEPONENT'S SIGNATURE PAGE 10325
26 CERTIFICATE OF REPORTER PAGE 104WILCOX & FETZER LTD.
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REPLACE THIS PAGE

WITH THE ERRATA SHEET

AFTER IT HAS BEEN

COMPLETED AND SIGNED

BY THE DEPONENT



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CERTIFICATE OF REPORTER

STATE OF DELAWARE)

)

NEW CASTLE COUNTY)

I, Kimberly A. Hurley, Registered Professional Reporter and Notary Public, do hereby certify that there came before me on the 12th day of January, 2006, the deponent herein, WILLIAM E. SPERATI, who was duly sworn by me and thereafter examined by counsel for the respective parties; that the questions asked of said deponent and the answers given were taken down by me in Stenotype notes and thereafter transcribed by use of computer-aided transcription and computer printer under my direction.

I further certify that the foregoing is a true and correct transcript of the testimony given at said examination of said witness.

I further certify that I am not counsel, attorney, or relative of either party, or otherwise interested in the event of this suit.

Kimberly A. Hurley
Certification No. 126-RPR
(Expires January 31, 2008)

DATED:



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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

BRIAN MILLER, HECTOR CALDERON,)
CHARLES FOLWELL, DAWN M.)
HAUCK, KEVIN KEIR, ASHBY)
LINCOLN, KAREN MASINO, ROBERT)
W. PETERSON, SUSAN M. POKOISKI,)
DAN P. ROLLINS, and WILLIAM)
SPERATI,)
)
Plaintiffs,)
)
v.) C.A. No. 05-10-JJF
)
COMPUTER SCIENCES CORPORATION,)
)
Defendant.)

Deposition of DANIEL P. ROLLINS taken
pursuant to notice at the law offices of Potter Anderson
& Corroon, Hercules Plaza, 6th Floor, Wilmington,
Delaware, beginning at 8:55 a.m., on Friday,
January 13, 2006, before Kimberly A. Hurley, Registered
Merit Reporter and Notary Public.

APPEARANCES:

TIMOTHY J. WILSON, ESQUIRE
MARGOLIS EDELSTEIN
1509 Gilpin Avenue
Wilmington, Delaware 19806
for the Plaintiffs

LARRY R. SEEGULL, ESQUIRE
LINDA M. BOYD, ESQUIRE
DLA PIPER RUDNICK GRAY CARY US LLP
6225 Smith Avenue
Baltimore, Maryland 21209-3600
for the Defendant

WILCOX & FETZER
1330 King Street - Wilmington, Delaware 19801
(302) 655-0477



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1 ALSO PRESENT:

2 TYLER B. RAIMO

3 COMPUTER SCIENCES CORPORATION

4 Corporate Counsel

5

6 DANIEL P. ROLLINS,

7 the witness herein, having first been
8 duly sworn on oath, was examined and
9 testified as follows:

10 BY MR. SEEGULL:

11 Q. Good morning, Mr. Rollins. You and I met off
12 the record. My name is Larry Seegull. I'm an attorney
13 for Computer Sciences Corporation. And with me today is
14 Linda Boyd, an associate from my office, as well as
15 Tyler Raimo who is now also an attorney for Computer
16 Sciences Corporation.

17 During the course of the deposition I will
18 be referring to Computer Sciences Corporation as CSC.
19 You understand that?

20 A. Yes.

21 Q. Have you ever been deposed before?

22 A. No.

23 Q. Let me give you some instructions for the
24 deposition, which is what we're doing.



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1 I'm going to be asking you questions about
2 the facts that form the basis for your lawsuit.
3 Obviously all of your answers have to be verbal because
4 the court reporter can't take down head nods or other
5 body language.

6 You have to answer questions truthfully
7 and completely just as if you were testifying in court.

8 And if you do not hear a question or do
9 not understand a question, just say so and I will repeat
10 it or explain it.

11 If at any point in time you realize that
12 an earlier answer you gave was incomplete or inaccurate
13 in any way, you will be allowed to correct or supplement
14 the record.

15 If at any point in time you need to stop
16 to use the restroom or to take a break to get a drink, we
17 have water here, just say so and you will be allowed to
18 do so.

19 Of course, if you don't remember
20 information or just don't know information, that's fine,
21 just say so.

22 You cannot talk to your attorney during
23 the deposition or during breaks unless it relates to a
24 question of privilege. I'll try not to ask you questions



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